

# **EXHIBIT G**



March 13, 2025

VIA EMAIL

Stewart Weinberg

President, Berkely Charter Education Association [stewartweinberg@me.com](mailto:stewartweinberg@me.com)

**Re: Alleged Breach of Management Agreement**

Dear Stewart:

This responds to your purported "Notice to Cure," dated January 13, 2025, in which you claim Charter Schools USA at Berkley, LLC ("CSUSA") has breached its Management Agreements with Berkely Charter Education Foundation ("BCEA") for Mevers School of Excellence and Berkely Preparatory Academy (collectively, the "Schools"). In that letter, you threaten to terminate the Management Agreements if CSUSA does not agree to "cooperate" with BCEA's "School Administrator Personnel Policy," which purports to require that the School Administrator of each School be an employee of the BCEA's board of directors.

Contrary to your assertions, CSUSA is not in breach. As you know, when the parties signed the Management Agreements, they agreed the School Administrators would be CSUSA employees. The Management Agreements thus expressly provide in Article VI.B. that "CSUSA shall have the authority, consistent with state law, to select and supervise each School Administrator and to hold the School Administrator accountable for the success of the Charter School." The parties further explicitly agreed that CSUSA would consult with the BCEA regarding the selection of the School Administrators, and that CSUSA would remove the School Administrators if BCEA became reasonably dissatisfied with their performance—all of which CSUSA has done.

Direct employment of the School Administrator is a critical term for CSUSA. Without it, CSUSA would have no control over whether it meets its obligations under the Management Agreements.

Despite the above, BCEA has persistently attempted to intentionally circumvent the contractual obligations fully and fairly negotiated by the parties and rewrite the terms agreements to seize control of the School Administrators. In August, BCEA tried to unilaterally modify the agreements by adopting its "School Administrator Policy." But, as we informed you, CSUSA was not willing to agree to that change because it would fundamentally undermine the terms of the parties' agreement.

Further, your claim that BCEA is acting due to a concern about turnover among School Administrators rings hollow. Turnover alone does not violate the agreement. Nor has BCEA identified any performance issues directly resulting in the change of administrators. If any party is responsible for the turnover among School Administrators, it is you, not CSUSA. School Administrators have consistently reported that you—acting as an individual and without any authority granted by the Board as a whole—have persistently interfered with, and undermined, their management of the Schools and their staff. It is your actions, not CSUSA's, that have caused turnover of school leadership.

The charter amendments that the Charter Institute at Erskine approved in November do not change the analysis. Whether it was working in concert with CIE or on its own, the fact remains that BCEA unilaterally *proposed* those amendments and *asked* CIE to approve them in an effort circumvent the terms



of the agreements. Every contract incorporates an implied promise that the parties will act in good faith and not carry out their rights and duties in a manner that impedes the other's performance. BCEA violated that principle—and thus the Management Agreements themselves—by soliciting charter amendments that altered the agreements' material terms.

Moreover, BCEA's use of CIE to justify its position creates even bigger exposure to both BCEA and CIE. As you know, numerous parties have now accused CIE of abusing its position as Sponsor to tortiously interfere with management companies' contracts so CIE can sell its own, competing services. This includes a racketeering lawsuit against CIE brought by BCEA's own lawyer, Jay Matthews. CIE's approval of the charter amendments is just one more step in furtherance of that illegal scheme. This is evidenced by the fact that on the very same day it approved BCEA's charter amendments, CIE sent BCEA a proposal to sell marketing services for the Schools—services that CSUSA already provides through its Management Agreements. This renders BCEA's reliance on the charter amendments invalid, since they were illegally procured. It also exposes BCEA to liability for breach of the Management Agreements as well as damages for unfair competition, civil conspiracy, and unfair and deceptive trade practices in conjunction with CIE.

Finally, although your letter alleges material breach, it is unclear what you believe CSUSA has actually done to violate terms of the Management Agreements. Even if BCEA could unilaterally modify its contracts and require that School Administrators must be Board employees—which it cannot—that would not mean CSUSA is required to "transfer" the administrators it currently employs to BCEA. Obviously, *it is BCEA* that has chosen to continue the *status quo*. BCEA has not made any effort to search for or hire an administrator. Nor has it established payroll, benefits, or any of the apparatus necessary to directly employ anyone. The fact CSUSA has continued to provide the services BCEA believes are not required under the agreements does not constitute a breach. Any attempt by BCEA to hire away CSUSA's current School Administrators would constitute tortious interference and will be dealt with accordingly.

In short, CSUSA is not in breach of the Management Agreements, and BCEA has no legal basis to demand or require that CSUSA "cooperate" with BCEA's efforts to supplant CSUSA's School Administrators. To the contrary, BCEA has blatantly breached the agreements by (i) refusing to abide by the contractual requirement that School Administrators be CSUSA- employees, (ii) interfering with CSUSA's management of the schools and performance of its duties; and (ii) purporting to terminate the Management Agreements without legal justification. CSUSA therefore demands BCEA immediately retract its purported notice of breach and confirm it will continue to honor and comply with the Management Agreements as written.

Sincerely,

Jonathan K. Hage  
Founder & CEO